

First Amendment to the Iowa Medicaid Enterprise POS System and POS Operations Contract

This Amendment to Contract Number MED-12-001-B is effective as of May 18, 2012, between the Iowa Department of Human Services (Agency) and Goold Health Systems, Inc (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Section 7.1, Performance Based Contract, Design Development and Implementation Payment Schedule, is deleted and replaced as follows:

Design, Development, and Implementation Payment Schedule		
DDI Phase	Payment Percent	Payment Amount
Contract Signing and Kick-off	5%	\$ 129,466.63
Draft Design Documentation and Requirement Validation	20%	\$ 517,866.53
Conversion Activities and Configuration Design	15%	\$ 388,399.90
Development Activities	15%	\$ 388,399.90
Pilot Testing	8%	\$ 194,199.95
Actual Acquisition Cost Implementation*	3%	\$ 100,000.00
Acceptance Testing	8%	\$ 194,199.95
POS and Rebate System Deployment Go-live	18%	\$ 467,866.53
MMIS Integration Go-live	5%	\$ 129,466.63
Certification Phase	3%	\$ 79,466.65
TOTAL	100%	\$ 2,589,332.67

*Based on mutual agreement, the AAC project was delivered in the POS 5.1 system and is not subject to the 15% withholding clause.

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Goold Health Systems, Inc		Agency, Iowa Department of Human Services	
Signature of Authorized Representative:	Date: <i>06/25/2013</i>	Signature of Authorized Representative: <i>C M Palmer</i>	Date: <i>JUN 28 2013</i>
Printed Name: James A. Clair		Printed Name: Charles M. Palmer	
Title: CEO <i>James A. Clair</i>		Title: Director	